



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **PD-6**

September 28, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ASSIGNMENT OF CITY OF CARSON FEDERAL SURFACE TRANSPORTATION  
PROGRAM-LOCAL FUNDS TO THE COUNTY OF LOS ANGELES  
CITY OF CARSON-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 2  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor of the Board to sign the enclosed cooperative Agreement with the City of Carson providing for the City to assign \$194,123 of its available Federal Surface Transportation Program-Local funds to the County, with the County to utilize the assignment as credit toward the City's financial share of a future project with the City, which will be designed and administered by the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Your Board's approval of the enclosed Agreement is necessary to effect the assignment of the City of Carson's Federal Surface Transportation Program-Local funds to the County. The City of Carson has requested that the County accept an assignment of its available Federal Surface Transportation Program-Local funds as credit toward the City's financial share of a future project with the City, which will be designed and administered by the County.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal Surface Transportation Program–Local funds between public agencies. The approval of the enclosed Agreement is required under these procedures. This assignment of funds is mutually beneficial to and in the general interest of the City and the County.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence as it provides the City of Carson with County assistance in the improvement of city streets for the benefit of the motoring public.

### **FISCAL IMPACT/FINANCING**

Your Board's approval of the enclosed Agreement will result in no direct fiscal impact on the County. The County will credit the City's assignment of Federal Surface Transportation Program–Local funds toward the City's financial share of a future project with the City, which will be designed and administered by the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement provides for the City of Carson to assign \$194,123 of the City's available Federal Surface Transportation Program–Local funds to the County as a credit toward the City's financial share of a future project with the City, which will be designed and administered by the County.

Such assignment shall be effective upon full execution of this Agreement and require no further action by the City. A separate agreement with the City applying the Federal Surface Transportation Program–Local assignment credit toward the City's financial share on the aforementioned project will be processed at a later date.

The Agreement has been approved by the City of Carson and approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

Adoption of the enclosed Agreement does not constitute a project or the approval of a project pursuant to Section 301 of the County's Environmental Document Reporting Procedures and Guidelines. Consequently, the proposed action is not subject to the requirements of the California Environmental Quality Act. The appropriate environmental document or finding of categorical exemption will be prepared for the future project at a later date.

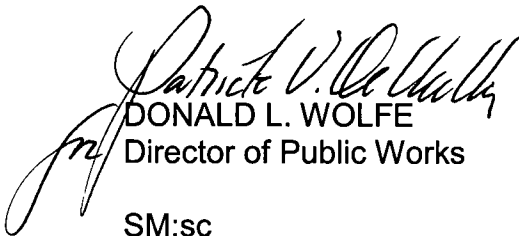
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The City's Federal Surface Transportation Program-Local assignment credit is intended to be utilized on a future project.

**CONCLUSION**

Enclosed are two originals of the Agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval by your Board, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

SM:sc

C070221

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Enc.

cc: Chief Administrative Office  
County Counsel

A G R E E M E N T A N D A S S I G N M E N T  
F E D E R A L S U R F A C E  
T R A N S P O R T A T I O N P R O G R A M - L O C A L F U N D S

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF CARSON, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, CITY has One Million Forty-eight Thousand, Six Hundred Seventy-five and 00/100 Dollars (\$1,048,675.00) in available Federal Surface Transportation Program-Local (STP-L) funds of which One Hundred Ninety-four Thousand One Hundred Twenty-three and 00/100 Dollars (\$194,123.00) are scheduled to lapse on September 30, 2006, unless they are obligated to a qualifying project or otherwise assigned to another agency; and

WHEREAS, CITY desires to assign One Hundred Ninety-four Thousand One Hundred Twenty-three and 00/100 Dollars (\$194,123.00) of CITY'S available Federal STP-L funds to COUNTY; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, COUNTY is willing to accept the assignment of the CITY'S Federal STP-L funds and to utilize the assignment as credit toward CITY'S financial share of the cost of a future project with CITY, which is to be designed and administered by the COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

To assign One Hundred Ninety-four Thousand One Hundred Twenty-three and 00/100 Dollars (\$194,123.00) of CITY'S available Federal STP-L funds to COUNTY as credit toward CITY'S financial share of a future project, which is to be designed and administered by COUNTY. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.

(2) COUNTY AGREES:

- a. To accept CITY'S assignment of Federal STP-L funds.
- b. To utilize CITY'S Federal STP-L funds assignment as credit toward CITY'S financial share of a future project, which is to be designed and administered by COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Said future CITY-COUNTY cooperative project, as set forth herein, shall be mutually acceptable to both CITY and COUNTY and shall be in the general interest of CITY and COUNTY.
- b. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of CITY and COUNTY.
- c. The credit accorded CITY hereunder shall be for the sum actually received by COUNTY and shall not accrue interest.
- d. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. Victor Rollinger  
Development Services General Manager  
City of Carson  
P.O. Box 6234  
Carson, CA 90745

COUNTY: Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- e. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32372 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT AND ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF CARSON on \_\_\_\_\_, 2006, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Mayor, Board of Supervisors

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By R Cartwright (AMB)  
Deputy

CITY OF CARSON

By Jim Dear  
Mayor Jim Dear

ATTEST:

By Aileen S. Kwon  
City Clerk 9-12-06

By W. Uhl  
City Attorney